•□• REMARKS •□•

The Official Action of September 23, 2002 has been thoroughly studied. Accordingly, the changes presented herein for the application, considered together with the following remarks, are believed to be sufficient to place the application into condition for allowance.

By the present amendment, independent claim 1 has been changed to recite that the at least one second web is supposed on at least one of the top surface and bottom surface of the first web after the first web has been extended and retracted in steps (b) and (c) and that the first and second webs are joined in an intermittent manner along the one direction thereafter.

This change merely more clearly describes applicants' process as set forth in the disclosure. Note, the steps (b) and (c) were inherently performed before steps (e) and (f) because only the first web was described as being extended and retracted, not the joined first and second webs as recited in claim 2.

Also by the present amendment, claim 3 has been changed to avoid the antecedent basis problems noted by the Examiner.

Entry of the changes to claims is respectfully requested.

On page 2 of the Official Action the Examiner has rejected claim 3 under 35 U.S.C. §112, second paragraph. Under this rejection the Examiner correctly noted that the phrase "thermoplastic synthetic fibers" in line 1 of claim 3 lacked antecedent basis.

In response to the rejection of claim 3 under U.S.C. §112, second paragraph, claim 3 has been amended to recite "the second web comprises thermoplastic synthetic fibers...," thereby correcting the antecedent basis problem noted by the Examiner.

Claims 1-6 are pending in this application.

Claims 1-6 stand rejected under 35 U.S.C. §103(a) as being unpatentable over International Publication No. WO 95/19258 to Suzuki in view of U.S. Patent No. 6,361,527 to Van Gompel et al.

For the reasons set forth below, it is submitted that each of the pending claims are allowable over the prior art relied upon by the Examiner and therefore, the outstanding prior art rejection of the claims should properly be withdrawn.

Favorable reconsideration by the Examiner is respectfully requested.

The Examiner has relied upon Suzuki as disclosing a method of stretching or activating a web, which includes stretching the web to activate the web to provide a more elastic stretch to the web.

The Examiner concedes that Suzuki does not disclose a method of bonding the elastic web to a second web by superimposing and joining the webs in an intermittent manner.

The Examiner has accordingly relied upon Van Gompel et al. as disclosing a method of forming three dimensional pocket garments by "superimposing an elastic backsheet and topsheet and connected together using adhesive spot bonding, where the elastic backsheet would provide an elastic and tear resistance properties to the article."

In combining the teachings of Suzuki and Van Gompel et al. the Examiner takes the position that:

> It would have been obvious....to bond the elastic backsheet to a topsheet as disclosed by Van Gompel et al in the method of Suzuki to provide an article with elastic and tear resistance properties.

Suzuki teaches a "stretch-activated elastic composite" which is produced by partially bonding an elastic sheet in its "unstretched state" to a non-woven fabric in its "unelongated state."

Van Gompel et al. has been relied upon for teaching "superimposing an elastic backsheet and topsheet and connected together using adhesive spot bonding, where the elastic backsheet would provide an elastic and tear resistance properties to the article."

Van Gompel et al. is directed to a three-dimensional pocket garment in which as taught at column 10, lines 46-63 (cited by the Examiner):

> "[t]he topsheet 28 and backsheet 30 can, for example, be joined to each other in at least a portion of the diaper periphery by attachment mechanisms (not shown) such as adhesive bonds, sonic bonds, thermal bonds, pinning, stitching, or any other attachment techniques known in the art, as well as combinations thereof. For example, a uniform continuous layer of adhesive, a patterned layer of adhesive, a sprayed pattern of adhesive or an array of separate lines, swirls or spots of construction bonds may be used to affix the topsheet 28 to the backsheet 30.

The Examiner's reference to Van Gompel et al. at "Col 8, line 43-15" is not understood. It does not seem as though Van Gompel et al. teaches anything pertinent to the Examiner's position in column 8.

Applicants' independent claim 1 requires that the first and second web joined intermittently (in step (f)) after the first web is extended in the one direction (in step (b)) and retracted by the elastic contraction force of the [first] web.

As noted above, Suzuki teaches a "stretch-activated elastic composition" that requires partially bonding the elastic sheet in its "unstretched state."

It is only after the elastic sheet and non-woven fabric are bonded together that the resulting composite is stretched.

Suzuki does not teach pre-stretching the elastic sheet prior to bonding the elastic sheet to the non-woven fabric.

The Examiner's reliance upon Van Gompel et al. as teaching using adhesive spot bonding to connect the topsheet and bottom sheet does not overcome the differences between Suzuki and the present invention as noted above.

Accordingly, the combination of the teachings of Suzuki and Van Gompel et al. does not render applicants' claimed invention obvious.

As discussed in applicants' specification, the step of extending and retracting the first web prior to forming the composite structure is believed to rearrange the fibers in the first web and permanently strain the first web.

Accordingly, because Suzuki does not teach pre-stretching the elastic sheet prior to bonding the elastic sheet to the non-woven fabric, Suzuki does not provide an elastic sheet that has the structural features of applicants' claimed elastic sheet or of the resulting composite sheet or the functional differences that result from the structural difference. In addition, Suzuki does not teach the steps of applicants' claimed process, and Van Gompel et al. does not overcome the deficiencies of Suzuki.

Based upon the above distinctions between the prior art relied upon by the Examiner and the present invention, and the overall teachings of prior art, properly considered as a whole, it is respectfully submitted that the Examiner cannot rely upon the prior art as required under 35 U.S.C. §103 to establish a *prima facie* case of obviousness of applicants' claimed invention.

It is, therefore, submitted that any reliance upon prior art would be improper inasmuch as the prior art does not remotely anticipate, teach, suggest or render obvious the present invention.

It is submitted that the claims, as now amended, and the discussion contained herein clearly show that the claimed invention is novel and neither anticipated nor obvious over the teachings of the prior art and the outstanding rejection of the claims should hence be withdrawn.

Therefore, reconsideration and withdrawal of the outstanding rejection of the claims and an early allowance of the claims is believed to be in order.

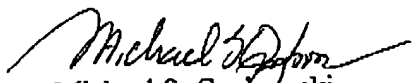
It is believed that the above represents a complete response to the Official Action and reconsideration is requested.

If upon consideration of the above, the Examiner should feel that there remains outstanding issues in the present application that could be resolved, the Examiner is invited to contact applicants' patent counsel at the telephone number given below to discuss such issues.

To the extent necessary, a petition for an extension of time under 37 CFR §1.136 is hereby made. Please charge the fees due in connection with the filing of this paper, including extension of

time fees, to Deposit Account No. 02-0385 and please credit any excess fees to such deposit account.

Respectfully submitted,



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Marked-Up Copy of the Claims
As Amended on December 16, 2002

1. (Three Times Amended) A process for manufacturing a composite sheet capable of elastic stretch an contract in one direction, said process including the steps of:

(a) continuously feeding, in one direction, a first web capable of elastic stretch and contraction and having a top surface and a bottom surface;

(b) extending the first web in the one direction within a range that permits elastic stretch and contraction of the first web;

(c) allowing the extended first web to retract by an elastic contraction force of the web;

(d) continuously feeding at least one second web along the one direction;

(e) superimposing said at least one second web on at least one of said top surface and said bottom surface of the first [web;] web after said first web has been extended and retracted in steps (b) and (c); and

(f) joining the first and second webs in an intermittent manner along the one direction.

3. (Three Times Amended) The process of Claim 2, wherein the second web comprises thermoplastic synthetic fibers which [in said at least one second web] are initially engaged with each other by at least one of mechanical and fusion bonding and, subsequently in the step (e) the thermoplastic synthetic [fiber] fibers are disengaged so that they are individualized.